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AMERIGAS PROPANE, INC.

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

JOSE ALBERTO LORENZO  
APARICIO, an individual,

Plaintiff,

vs.

AMERIGAS PROPANE, INC., a  
Pennsylvania corporation; and DOES 1  
through 10, inclusive,  
Defendants.

Case No. 2:18-CV-07306-PSG-JEM

**STIPULATED PROTECTIVE ORDER**

Complaint Filed: August 20, 2018  
Trial Date: January 21, 2020  
District Judge: Hon. Phillip S. Gutierrez,  
Courtroom 6A of the First  
Street Courthouse  
Magistrate Judge: Hon. John E. McDermott,  
Courtroom 640 of the  
Roybal Federal Building

1           1.     PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3 proprietary or private information for which special protection from public disclosure  
4 and from use for any purpose other than pursuing this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
6 following Stipulated Protective Order. The parties acknowledge that this Order does  
7 not confer blanket protections on all disclosures or responses to discovery and that the  
8 protection it affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the applicable  
10 legal principles.

11           2.     GOOD CAUSE STATEMENT

12           This action is likely to involve confidential, privileged, medical, trade secret,  
13 proprietary, commercially-sensitive, and other private documents for which special  
14 protection from public disclosure and from use for any purpose other than prosecution  
15 of this action is warranted. Such confidential and proprietary materials and  
16 information consist of, among other things, medical, private, confidential and  
17 proprietary business or financial information, information regarding confidential  
18 business practices and policies (including those relating to Defendant's internal  
19 business operational policies), marketing or business strategies, other confidential  
20 research, development, or commercial information (including information implicating  
21 privacy rights of third parties), information that is "trade secret" as that term is defined  
22 in 18 U.S.C. § 1839, information otherwise generally unavailable to the public, or  
23 which may be personal in nature, privileged, or otherwise protected from disclosure  
24 under state or federal statutes, court rules, case decisions, or common law. Disclosure  
25 of this information to persons who are not entitled to it carries the danger of  
26 compromising the competitive business interests of Defendant, and also risks invasion  
27 of legitimate personal privacy interests of Plaintiff and non-parties. Accordingly, to  
28 expedite the flow of information, to facilitate the prompt resolution of disputes over

1 confidentiality of discovery materials, to adequately protect information the parties are  
2 entitled to keep confidential, to ensure that the parties are permitted reasonable  
3 necessary uses of such material in preparation for and in the conduct of trial, to address  
4 their handling at the end of the litigation, and to serve the ends of justice, a protective  
5 order for such information is justified in this matter. It is the intent of the parties that  
6 information will not be designated as confidential for tactical reasons and that nothing  
7 will be so designated without a good faith belief that it has been maintained in a  
8 confidential, non-public manner, and there is good cause why it should not be part of  
9 the public record of this case.

10 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

11 The parties further acknowledge, as set forth in Section 14.3, below, that this  
12 Stipulated Protective Order does not entitle them to file confidential information under  
13 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
14 standards that will be applied when a party seeks permission from the court to file  
15 material under seal.

16 There is a strong presumption that the public has a right of access to judicial  
17 proceedings and records in civil cases. In connection with non-dispositive motions,  
18 good cause must be shown to support a filing under seal. See Kamakana v. City and  
19 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors  
20 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electronics, Inc.,  
21 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
22 cause showing), and a specific showing of good cause or compelling reasons with  
23 proper evidentiary support and legal justification, must be made with respect to  
24 Protected Material that a party seeks to file under seal. The parties' mere designation  
25 of Disclosure or Discovery Material as CONFIDENTIAL does not— without the  
26 submission of competent evidence by declaration, establishing that the material sought  
27 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—  
28 constitute good cause.

Further, if a party requests sealing related to a dispositive motion or trial, then compelling reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly tailored to serve the specific interest to be protected. See Pintos v. Pacific Creditors Ass’n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

#### 4. DEFINITIONS

4.1. Action: *Jose Alberto Lorenzo Aparicio v. AmeriGas Propane, Inc., et al.*, Case No. 2:18-cv-07306-PSG-JEM, now pending in the Central District of California.

4.2. Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

4.3. “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

4.4. Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

4.5. Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1       4.6. Disclosure or Discovery Material: all items or information, regardless of  
2 the medium or manner in which it is generated, stored, or maintained (including, among  
3 other things, testimony, transcripts, and tangible things), that are produced or generated  
4 in disclosures or responses to discovery in this matter.

5       4.7. Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
7 expert witness or as a consultant in this Action.

8       4.8. House Counsel: attorneys who are employees of a party to this Action.  
9 House Counsel does not include Outside Counsel of Record or any other outside counsel.

10       4.9. Non-Party: any natural person, partnership, corporation, association, or  
11 other legal entity not named as a Party to this Action.

12       4.10. Outside Counsel of Record: attorneys who are not employees of a party  
13 to this Action but are retained to represent or advise a party to this Action and have  
14 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
15 appeared on behalf of that party, and includes support staff.

16       4.11. Party: any party to this Action, including all of its officers, directors,  
17 employees, consultants, retained experts, and Outside Counsel of Record (and their  
18 support staffs).

19       4.12. Producing Party: a Party or Non-Party that produces Disclosure or  
20 Discovery Material in this Action.

21       4.13. Professional Vendors: persons or entities that provide litigation support  
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
23 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
24 their employees and subcontractors.

25       4.14. Protected Material: any Disclosure or Discovery Material that is designated  
26 as “CONFIDENTIAL.”

27       4.15. Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1           5.     SCOPE

2           The protections conferred by this Stipulation and Order cover not only Protected  
3 Material (as defined above), but also (1) any information copied or extracted from  
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
5 Material; and (3) any testimony, conversations, or presentations by Parties or their  
6 Counsel that might reveal Protected Material.

7           Any use of Protected Material at trial shall be governed by the orders of the trial  
8 judge. This Order does not govern the use of Protected Material at trial.

9           6.     DURATION

10          Once this Action proceeds to trial, information that was designated as  
11 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
12 as an exhibit at trial becomes public and will be presumptively available to all  
13 members of the public, including the press, unless compelling reasons supported by  
14 specific factual findings to proceed otherwise are made to the trial judge in advance of  
15 the trial. See Kamakana, 447 F. 3d at 1180-81 (distinguishing “good cause” showing  
16 for sealing documents produced in discovery from “compelling reasons” standard  
17 when merits-related documents are part of court record). Accordingly, the terms of  
18 this protective order do not extend beyond the commencement of the trial.

19          7.     DESIGNATING PROTECTED MATERIAL

20          7.1.   Exercise of Restraint and Care in Designating Material for Protection.

21          Each Party or Non-Party that designates information or items for protection under this  
22 Order must take care to limit any such designation to specific material that qualifies  
23 under the appropriate standards. The Designating Party must designate for protection  
24 only those parts of material, documents, items or oral or written communications that  
25 qualify so that other portions of the material, documents, items or communications for  
26 which protection is not warranted are not swept unjustifiably within the ambit of this  
27 Order.

28          Mass, indiscriminate or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper purpose  
2 (e.g., to unnecessarily encumber the case development process or to impose  
3 unnecessary expenses and burdens on other parties) may expose the Designating Party  
4 to sanctions.

5 If it comes to a Designating Party's attention that information or items that it  
6 designated for protection do not qualify for protection, that Designating Party must  
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 7.2. Manner and Timing of Designations. Except as otherwise provided in  
9 this Order (see, e.g., second paragraph of section 7.2(a) below), or as otherwise  
10 stipulated or ordered, Disclosure of Discovery Material that qualifies for protection  
11 under this Order must be clearly so designated before the material is disclosed or  
12 produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic  
15 documents, but excluding transcripts of depositions or other pretrial or trial  
16 proceedings), that the Producing Party affix at a minimum, the legend  
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
18 contains protected material. If only a portion of the material on a page qualifies for  
19 protection, the Producing Party also must clearly identify the protected portion(s)  
20 (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection  
22 need not designate them for protection until after the inspecting Party has indicated  
23 which documents it would like copied and produced. During the inspection and before  
24 the designation, all of the material made available for inspection shall be deemed  
25 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
26 copied and produced, the Producing Party must determine which documents, or  
27 portions thereof, qualify for protection under this Order. Then, before producing the  
28 specified documents, the Producing Party must affix the "CONFIDENTIAL legend"



1 to each page that contains Protected Material. If only a portion of the material on a  
2 page qualifies for protection, the Producing Party also must clearly identify the  
3 protected portion(s) (e.g., by making appropriate markings in the margins).

4 (b) for testimony given in depositions that the Designating Party identifies the  
5 Disclosure or Discovery Material on the record, before the close of the deposition all  
6 protected testimony or within 30 days from the date of Designating Party's receipt of  
7 the deposition transcript.

8 (c) for information produced in some form other than documentary and for  
9 any other tangible items, that the Producing Party affix in a prominent place on the  
10 exterior of the container or containers in which the information is stored the legend  
11 "CONFIDENTIAL." If only a portion or portions of the information warrants  
12 protection, the Producing Party, to the extent practicable, shall identify the protected  
13 portion(s).

14 7.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent  
15 failure to designate qualified information or items does not, standing alone, waive the  
16 Designating Party's right to secure protection under this Order for such material. Upon  
17 timely correction of a designation, the Receiving Party must make reasonable efforts  
18 to assure that the material is treated in accordance with the provisions of this Order.

19 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 8.1. Timing of Challenges. Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time that is consistent with the Court's  
22 Scheduling Order.

23 8.2. Meet and Confer. The Challenging Party shall initiate the dispute  
24 resolution process under Local Rule 37-1 *et seq.*

25 8.3. Joint Stipulation. Any challenge submitted to the Court shall be via a joint  
26 stipulation pursuant to Local Rule 37-2.

27 8.4. The Burden of Persuasion. The burden of persuasion in any such  
28 challenge proceeding shall be on the Designating Party. Frivolous challenges, and



those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

9. ACCESS TO AND USE OF PROTECTED MATERIAL

9.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

9.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;  
(e) court reporters and their staff;  
(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediators or settlement officers and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

10. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a

1 copy of this Stipulated Protective Order; and

2 (c) cooperate with respect to all reasonable procedures sought to be  
3 pursued by the Designating Party whose Protected Material may be affected. If the  
4 Designating Party timely seeks a protective order, the Party served with the subpoena  
5 or court order shall not produce any information designated in this action as  
6 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
7 order issued, unless the Party has obtained the Designating Party’s permission. The  
8 Designating Party shall bear the burden and expense of seeking protection in that court  
9 of its confidential material and nothing in these provisions should be construed as  
10 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
11 directive from another court.

12 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
13 PRODUCED IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced by  
15 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
16 produced by Non-Parties in connection with this litigation is protected by the remedies  
17 and relief provided by this Order. Nothing in these provisions should be construed as  
18 prohibiting a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request,  
20 to produce a Non-Party’s confidential information in its possession, and the Party is  
21 subject to an agreement with the Non-Party not to produce the Non-Party’s  
22 confidential information, then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the  
24 Non-Party that some or all of the information requested is subject to a confidentiality  
25 agreement with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the  
27 Stipulated Protective Order in this litigation, the relevant discovery request(s), and a  
28 reasonably specific description of the information requested; and

1                   (3)    make the information requested available for inspection by  
2 the Non-Party, if requested.

3                   (c)    If the Non-Party fails to seek a protective order from this court  
4 within 14 days of receiving the notice and accompanying information, the Receiving  
5 Party may produce the Non-Party's confidential information responsive to the  
6 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
7 Party shall not produce any information in its possession or control that is subject to  
8 the confidentiality agreement with the Non-Party before a determination by the court.  
9 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
10 of seeking protection in this court of its Protected Material.

11                   12.    UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12                   If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
13 Protected Material to any person or in any circumstance not authorized under this  
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
15 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
16 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
17 persons to whom unauthorized disclosures were made of all the terms of this Order,  
18 and (d) request such person or persons to execute the "Acknowledgment and  
19 Agreement to Be Bound" that is attached hereto as Exhibit A.

20                   13.    INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
21                   PROTECTED MATERIAL

22                   When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other protection,  
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
26 may be established in an e-discovery order that provides for production without prior  
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
28 parties reach an agreement on the effect of disclosure of a communication or

1 information covered by the attorney-client privilege or work product protection, the  
2 parties may incorporate their agreement in the stipulated protective order submitted to  
3 the court.

4 14. MISCELLANEOUS

5 14.1. Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the court in the future.

7 14.2. Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in this  
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
11 ground to use in evidence of any of the material covered by this Protective Order.

12 14.3. Filing Protected Material. A Party that seeks to file under seal any  
13 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
14 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
15 Protected Material. If a Party's request to file Protected Material under seal is denied  
16 by the court, then the Receiving Party may file the information in the public record  
17 unless otherwise instructed by the court.

18 15. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in paragraph 6, within 60  
20 days of a written request by the Designating Party, each Receiving Party must return  
21 all Protected Material to the Producing Party or destroy such material. As used in this  
22 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
23 summaries, and any other format reproducing or capturing any of the Protected  
24 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
25 must submit a written certification to the Producing Party (and, if not the same person  
26 or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by  
27 category, where appropriate) all the Protected Material that was returned or destroyed  
28 and (2) affirms that the Receiving Party has not retained any copies, abstracts,

1 compilations, summaries or any other format reproducing or capturing any of the  
2 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
3 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
4 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
5 attorney work product, and consultant and expert work product, even if such materials  
6 contain Protected Material. Any such archival copies that contain or constitute  
7 Protected Material remain subject to this Protective Order as set forth in Section 6  
8 (DURATION).

9 16. VIOLATION

10 Any violation of this Order may be punished by appropriate measures  
11 including, without limitation, contempt proceedings and/or monetary sanctions.  
12  
13

14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15 Dated: August 14, 2019

RISE LAW FIRM, PC

17  
18 By: /s/ Nehemiah H. Choi  
LISA M. WATANABE-PEAGLER  
NEHEMIAH H. CHOI

19  
20 Attorneys for Plaintiff  
JOSE ALBERTO LORENZO APARICIO

21  
22 Dated: August 14, 2019

HUNTON ANDREWS KURTH LLP

23  
24  
25 By: /s/ Amanda C. Koziol  
MICHELE J. BEILKE  
AMANDA C. KOZIOL

26  
27 Attorneys for Defendant  
AMERIGAS PROPANE, INC.  
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Dated: August 14, 2019

By: /s/ Nehemiah H. Choi  
LISA M. WATANABE-PEAGLER  
 NEHEMIAH H. CHOI

Attorneys for Plaintiff  
JOSE ALBERTO LORENZO APARICIO



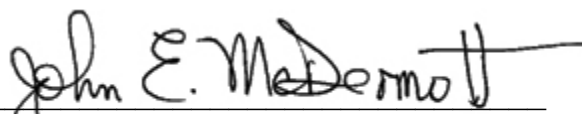
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**[PROPOSED] ORDER**

GOOD CAUSE APPEARING, the Court hereby approves this  
Stipulation and Protective Order.

IT IS SO ORDERED

DATED: 8/16/2019

  
Hon. John E. McDermott

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 [print or type full address], declare under penalty of perjury that I have read in its  
5 entirety and understand the Stipulated Protective Order that was issued by the United  
6 States District Court for the Central District of California on \_\_\_\_\_ [date]  
7 in the case of *Jose Alberto Lorenzo Aparicio v. AmeriGas Propane, Inc., et al.*, Case  
8 No. 2:18-cv-07306-PSG-JEM. I agree to comply with and to be bound by all the  
9 terms of this Stipulated Protective Order and I understand and acknowledge that  
10 failure to so comply could expose me to sanctions and punishment in the nature of  
11 contempt. I solemnly promise that I will not disclose in any manner any information  
12 or item that is subject to this Stipulated Protective Order to any person or entity  
13 except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this Action.

18 I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 **telephone number**] as my California agent for service of process in connection with  
21 this Action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

23  
24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_  
28